

B. Delete the evaluation criteria (A. **OFFER PRICE** B. **FILLING STATIONS**) on the second page of the Synopsis/Solicitation and on page OSP-4 of the Offer Submission Package (SPECIAL NOTE 3).

C. The following clause is hereby added to the solicitation:

**M72.03.100 EVALUATION FACTORS FOR BEST OVERALL VALUE (HUNGARY PC&S)
(DESC AUGUST 2001)**

(a) BASIS OF AWARD.

(1) It is the intent of the Government to award one contract under this solicitation. The Government will award a contract to the responsible offeror, whose offer conforms to the terms and conditions of the solicitation and that represents the best overall value. The Government will determine each offeror's best overall value on the basis of an integrated assessment of the following evaluation factors:

- (i) Performance capability (Number of Filling Stations); and
- (ii) Price.

IMPORTANT: Offerors are advised that the Government considers performance capability as approximately equal to cost or price.

(2) In determining best overall value, the Government will evaluate and rate each offeror's performance capability based on pre-established standards. The offeror(s) selected as best value will represent the best tradeoff to the Government between performance capability and price.

(b) ACCEPTABILITY OF OFFERS. An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(c) EVALUATION OF PERFORMANCE CAPABILITY.

(1) The Government will evaluate, based on pre-established standards, the quality of each offeror's performance capability. This may include any aspect of overall service station coverage that is related to this solicitation. The assessment of the offeror's performance capability will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. Data reflecting inadequate performance capability may be considered an indication that the offeror cannot meet the highest levels required for contract performance per station coverage requirements. Offerors lacking adequate station coverage will not be evaluated favorably on performance capability.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's performance capability. This includes information obtained from the offeror's submitted station listings, and any other sources that may have useful information. However, the Government reserves the right to assess the offeror's performance capability based solely on the offeror's submitted listing of gas stations and the subfactors listed in paragraph (c)(3) below.

(3) The Government will evaluate each offer according to the following subfactors to determine the total number of points for performance capability:

- (i) Budapest Metropolitan Area
- (ii) Northwest Region: Gyor, Szekesfehervar, Veszprem, and Remaining Areas
- (iii) Southwest Region: Pecs, Kaposvar/Dombovar, Nagykanizsa, and Remaining Areas
- (iv) East Region: Szolnok, Debrecen, Szeged, and Remaining Areas.

For the evaluation of filling stations, the subfactors above are rated according to the point systems listed on the Evaluation of Filling Stations worksheet on page OSP-5 of the Offer Submission Package. The Budapest Metropolitan Area is evaluated on the total number of service stations in the Budapest area. The various regions are rated according to the assigned weight and region factors listed on the evaluation worksheet. An offeror's performance capability is then based on the cumulative score or overall number of points.

(d) **BEST VALUE DETERMINATION.** After performance capability ratings are determined, a series of paired comparisons will be made between competing offerors for this solicitation. In making these paired comparisons, the Government will determine the differences in both performance capability and price. If, in any paired comparison, one offeror is superior in performance capability and also offers the lowest price, then offeror will represent the better value. But, if the offeror with superior performance capability offers a higher price than the competing offeror, the Government will decide whether superior performance capability merits the higher price. If so, then the Government will consider the offeror with superior performance capability at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower performance capability rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the best offeror that represents best value based on performance capability and price.

D. Delete the following statement on page OSP-4 of the Offer Submission Package (SPECIAL NOTE 7):

“Paragraph (a) under Clause B1.05 refers to Special Note 1. F. ECONOMIC PRICE ADJUSTMENT (see page OSP-3).”

E. The following statement in paragraph (a) of Clause B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ ALASKA) (DESC MAY 1996) on page OSP-2 of the Offer Submission Package does not apply to Solicitation SP0600-01-R-0072:

“The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.”

F. Reference SPECIAL NOTE 1. F. on page OSP-3 of the Offer Submission Package.

Change the title for Special Note 1. F. from ECONOMIC PRICE ADJUSTMENT to INVOICE INFORMATION.

Delete the following statements:

“The contract price under any resultant contract shall be the prevailing Official Company Retail price in Hungarian Forints. The contract price shall not exceed the prevailing posted company price at the service station (pump price).”

G. The following clause is hereby added to the solicitation:

B19.02-2.100 ECONOMIC PRICE ADJUSTMENT – CATALOG PRICE (PC&S) (HUNGARY) (DESC AUG 2001)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the unit price set forth opposite the item in the Schedule. The award price consists of the catalog price (the Official Company Retail Price (see (2) below) minus any firm rebate accepted by DESC under any resultant contract.

(2) **Catalog price** for all products means the current applicable Official Company Retail Price.

(3) **Date of delivery** means the date and time of product delivery completion via the method of delivery specified in the Schedule.

(c) **ADJUSTMENTS.**

(1) **NOTIFICATION.** The Contractor shall notify the Property Book Officer (identified in the ORDERING AND PAYING OFFICERS clause) of all changes in the catalog price at the time of invoicing, by attaching a copy of the Official Company Retail Price listing. The Contractor shall also notify the Contracting Officer, DESC-PEA, Fort Belvoir, VA, 22060 of any changes in the catalog price by facsimile on a monthly basis.

(2) Subject to the provisions of this clause, the prices payable hereunder shall be the catalog price incorporated into the contract, less all applicable taxes and duties, and any firm rebate accepted by DESC under any resultant contract.

(3) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed 60 percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for the item(s), the Contractor shall promptly notify the Contracting Officer in writing of the estimated effective date and the amount of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the catalog price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract will not be modified, the Contracting Officer shall promptly notify the Contractor in writing that the ceiling will not be raised.

(4) **REVISION OF MARKET PRICE INDICATOR.** In the event--

(i) Any applicable catalog price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the catalog price consistently and substantially failed to reflect market conditions--
the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(d) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

- H. The following FAR Clause 52.232-19 Availability of Funds for the Next Fiscal Year is incorporated by reference under I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999) on page 22-23 of the Reference Package for Clauses and is included in full text below:

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond 30 September 2001. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2001, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

- I. All other terms and conditions remain unchanged.